IN THE UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA :		**CRIMINAL NO. ____________**
v.		
	:	**DATE FILED: _______________**
ROBERT L. BENTLEY		
MONTY RAY PARKER	**:**	**VIOLATIONS:**
		18 U.S.C. § 1341 (mail fraud - 1 count)
	:	**18 U.S.C. § 215 (bank bribery - 1 count)**
		18 U.S.C. § 2 (aiding and abetting)
	:	**Notice of forfeiture**
		Notice of additional factors

I N F O R M A T I O N

COUNT ONE

THE UNITED STATES ATTORNEY CHARGES THAT:

At all times material to this information:

The Defendants

1. Defendant ROBERT L. BENTLEY was the president and founder of Bentley Financial Services, Inc. ("Bentley Financial"), a Pennsylvania corporation with a principal place of business at 41 South Leopard Street, Suite 301, Paoli, Pennsylvania. Bentley Financial purported to be in the business of selling certificates of deposit ("CDs") insured by the Federal Deposit Insurance Corporation ("FDIC") to institutional and individual investors ("the investors").

2. Defendant ROBERT F. BENTLEY also controlled Entrust Group, a sole proprietorship which was also located at 41 South Leopard Street, Suite 301, Paoli, Pennsylvania, which BENTLEY touted as acting as custodian for the purported CDs.

3. Defendant MONTY RAY PARKER was a vice president in the investment office of Sunflower Bank N.A., a financial institution organized and operating under the laws of the United States, with its principal office at 2090 South Ohio Street, Salina, Kansas 67401, and with deposits insured by the Federal Deposit Insurance Corporation ("FDIC").

4. From in or around 1994 to on or about October 22, 2001, in the Eastern District of Pennsylvania and elsewhere, defendant

ROBERT L. BENTLEY

devised and intended to devise a scheme to defraud numerous investors and to obtain their money and property by means of false and fraudulent pretenses, representations and promises.

It was part of the scheme that:

5. Defendant ROBERT L. BENTLEY sold institutional and individual investors investment contracts which he falsely represented were CDs insured by the FDIC, but which were, in fact, merely defendant BENTLEY's promises to repay the principal of the notes along with a certain rate of interest ("the fraudulent notes").

It was further part of the scheme that:

6. Defendant ROBERT L. BENTLEY hired salesmen at Bentley Financial to sell the fraudulent notes.

7. Defendant ROBERT L. BENTLEY targeted, and instructed the Bentley Financial salesmen to target, institutional investors such as credit unions which were required by law and regulation to invest only in federally insured CDs, as opposed to other types of notes.

8. Defendant ROBERT L. BENTLEY falsely claimed that Bentley Financial was merely brokering bank-issued, FDIC-insured CDs, that were virtually risk-free when

purchased in denominations under $100,000, when in fact defendant BENTLEY was purchasing bank-issued CDs in denominations far exceeding $100,000, at maturities that were sometimes shorter, but usually longer, than the maturities he promised investors, and at interest rates that were sometimes higher, and sometimes lower, than the interest rates he promised investors.

9. When defendant ROBERT L. BENTLEY purchased bank-issued CDs, in denominations far exceeding $100,000, at maturities that were longer than those that the defendant promised investors, and sold investors fraudulent notes for less than $100,000 based upon the actual bank-issued CDs, he knew that the actual CDs would mature later than the investors expected the return of their money plus the promised rate of interest. Therefore, defendant BENTLEY would not be able to return the investors' money plus the promised rate of interest unless he could induce other investors to purchase new fraudulent notes.

10. When defendant ROBERT L. BENTLEY purchased bank-issued CDs, in denominations far exceeding $100,000, at interest rates that were lower than those the defendant promised investors, and sold investors fraudulent notes for less than $100,000 based upon the bank-issued CDs, he knew that the actual CDs would earn a lower rate of interest than the rate that the defendant had promised investors. Therefore, defendant BENTLEY would not be able to pay the investors the promised rate of interest unless he could induce other investors to purchase new fraudulent notes.

11. When defendant ROBERT L. BENTLEY purchased bank-issued CDs in denominations far exceeding $100,000, at maturities that were sometimes shorter, but usually longer, than the maturities he promised investors, and at interest rates that were sometimes higher, and sometimes lower, than the interest rates he promised investors, and selling investors

fraudulent notes based on the actual CDs, defendant BENTLEY failed to disclose to investors that a large number of the actual CDs were callable at the discretion of the issuing bank.

12. In order to convince institutional and individual investors that the fraudulent notes sold by defendant ROBERT L. BENTLEY through Bentley Financial were CDs insured by the FDIC, defendant BENTLEY created a brochure touting Bentley Financial and the fraudulent notes, which brochure contained the following misrepresentations, misleading statements, and omissions, among others:

a. that Bentley Financial was a registered investment advisor, when in fact, neither Bentley Financial, nor defendant BENTLEY, nor any of the Bentley Financial salesmen, was registered as an investment advisor with the Securities and Exchange Commission ("SEC");

b. that Bentley Financial offered "a full array of financial instruments through TDI, Inc.," a broker-dealer registered with the SEC, implying that defendant BENTLEY conducted Bentley Financial's business through TDI, Inc., a broker-dealer registered with the SEC and covered by SIPC insurance. However, none of the fraudulent notes sold by defendant BENTLEY was sold through TDI, Inc. Therefore, in the event that defendant BENTLEY or Bentley Financial became insolvent, neither the SEC nor SIPC insurance would intervene to protect investors.

c. that Bentley Financial "specialize[d] in the purchase of Federally Insured Jumbo Certificates of Deposit for institutional investors" when in fact defendant BENTLEY sold fraudulent notes through Bentley Financial;

d. that for more than 12 years, Bentley Financial had provided its clients with "high quality, FDIC-insured Jumbo Certificates of Deposit" when in fact defendant BENTLEY had been selling fraudulent notes through Bentley Financial for a number of years; and

e. that every investment advisor at Bentley Financial was a registered representative of TDI, Inc., "and as such had Series 7 and Series 63 financial licenses. . .held under NASD and SEC regulations," implying that defendant BENTLEY conducted Bentley Financial's business through TDI, Inc., a broker-dealer registered with the SEC and covered by SIPC insurance. However, none of the fraudulent note business conducted by defendant BENTLEY was through TDI, Inc., and therefore none of the fraudulent notes were covered by SIPC insurance.

13. In order to deceive institutional and individual investors into believing that the fraudulent notes sold by defendant ROBERT L. BENTLEY through Bentley Financial were CDs insured by the FDIC, defendant BENTLEY refused to show investors copies of the actual bank-issued CDs, telling them that it was "against the policy" of Bentley Financial.

14. In order keep institutional and individual investors from learning that the fraudulent notes sold by defendant ROBERT L. BENTLEY through Bentley Financial were not CDs insured by the FDIC, defendant BENTLEY refunded the money of investors who persisted in asking questions about the term, amount and interest rate of the fraudulent notes.

15. Despite his claims that Bentley Financial was merely brokering bank-issued CDs that were insured by the FDIC, defendant ROBERT L. BENTLEY treated the bank-issued CDs upon which the fraudulent notes were based as his own, entering into agreements to

sell the actual CDs to third parties for various lengths of time to pay back investors who liquidated their investments in Bentley Financial.

16. Defendant ROBERT L. BENTLEY caused a loss of approximately $24,000,000 to approximately 217 institutional and individual investors as a result of the scheme.

17. On or about August 22, 2001, in the Eastern District of Pennsylvania and elsewhere, defendant

ROBERT L. BENTLEY,

for the purpose of executing the scheme described above, and attempting to do so, knowingly caused to be delivered by mail according to the directions thereon, a confirmation from Entrust Group to the Manheim Central School District, 71 North Hazel Street, Manheim PA 17545-1500, which falsely represented that the Manheim Central School District had purchased through Bentley Financial an FDIC-insured certificate of deposit for $95,000 at an interest rate of 4.15%, with a term of 99 days, maturing on November 29, 2001, when in fact, Bentley Financial had purchased a $100,000 CD in the name of Entrust Group, at an interest rate of 5.26% with a term of 24 months, maturing on April 17, 2003, and all that Bentley Financial had sold to the Manheim Central School District was defendant BENTLEY's promise to repay its $95,000 with interest.

In violation of Title 18, United States Code, Section 1341.

COUNT TWO

THE UNITED STATES ATTORNEY FURTHER CHARGES THAT:

1. Paragraphs 1 through 3 of Count One are incorporated here.

2. As a vice-president in the investment office of Sunflower Bank, N.A., defendant MONTY RAY PARKER was responsible for purchasing investments for Sunflower Bank, N.A., such as CDs, treasury bonds, municipal bonds, and agency mortgage-backed securities.

3. In or around 1994, defendant ROBERT L. BENTLEY told defendant MONTY RAY PARKER that if defendant PARKER would agree to have Sunflower Bank, N.A. purchase investments such as treasury bonds, municipal bonds, and agency mortgage-backed securities ("bonds") through BFS, defendant BENTLEY would pay defendant PARKER cash.

4. In or around 1994, at the direction of defendant ROBERT L. BENTLEY, defendant MONTY RAY PARKER added TDI, Inc. to Sunflower Bank, N.A.'s list of approved securities dealers.

5. In or around 1994, defendant ROBERT L. BENTLEY promised defendant MONTY RAY PARKER that for any bonds that defendant PARKER purchased for Sunflower Bank, N.A. through Bentley Financial, defendant BENTLEY would kick back to defendant PARKER one third (33 and 1/3%) of any commissions received by Bentley Financial on such bond purchases.

6. From in or around 1994 through in or around September 2001, defendant MONTY RAY PARKER purchased approximately $185,206,625 in bonds for Sunflower Bank, N.A. through Bentley Financial, and defendant ROBERT L. BENTLEY kicked back to defendant

PARKER approximately one third of the commissions received by Bentley Financial on such bond purchases, that is, approximately $1,000,000 in total, with defendant BENTLEY intending to influence and reward defendant PARKER, an employee and agent of Sunflower Bank, N.A., in connection with the bond purchasing business and bond purchasing transactions of Sunflower Bank, N.A., and defendant PARKER intending to be influenced and rewarded in connection with that same business.

7. From in or around 1994 through in or around 1996, defendant ROBERT L. BENTLEY paid defendant MONTY RAY PARKER approximately $150,000 of the illicit kickbacks in cash, which cash defendant BENTLEY delivered to defendant PARKER via Federal Express and in person.

8. From in or around 1996 through in or around September 2001, defendant ROBERT L. BENTLEY paid defendant MONTY RAY PARKER approximately $850,000 of the illicit kickbacks by purchasing municipal bonds in the names of defendant BENTLEY and his wife, which municipal bonds defendant BENTLEY and his wife endorsed, and which municipal bonds defendant BENTLEY delivered to defendant PARKER via Federal Express and in person.

9. From in or around 1996 through in or around September 2001, defendant MONTY RAY PARKER returned the municipal bonds to defendant ROBERT L. BENTLEY as they matured, so that defendant BENTLEY could cash the municipal bonds and purchase new ones, or send the proceeds of the municipal bonds to defendant PARKER, at defendant PARKER's option.

10. In or around October 2001, defendant ROBERT L. BENTLEY demanded that defendant MONTY RAY PARKER return to defendant BENTLEY the municipal bonds, which had been purchased with the illicit kickbacks owed by defendant BENTLEY to defendant

PARKER.

11. On or about December 1, 2001, defendant MONTY RAY PARKER returned to defendant ROBERT L. BENTLEY 32 municipal bonds with a purchase price of approximately $852,219, and a maturity value of approximately $1,180,000, which had been purchased with the illicit kickbacks owed by defendant BENTLEY to defendant PARKER.

12. From in or around 1994 through in or around September 2001, in the Eastern District of Pennsylvania and elsewhere, defendants

ROBERT L. BENTLEY and
MONTY RAY PARKER

corruptly gave, offered, and promised a thing of value, and corruptly accepted and agreed to accept a thing of value, in that, defendant BENTLEY corruptly paid to defendant PARKER approximately $1,000,000 in exchange for the purchase of approximately $185,206,625 in bonds by Sunflower Bank, N.A. through Bentley Financial, through which defendant BENTLEY intended to influence and reward defendant PARKER, an employee and agent of Sunflower Bank, N.A., in connection with the bond purchasing business and bond purchasing transactions of Sunflower Bank, N.A., and through which defendant PARKER intended to be influenced and rewarded in connection with that same business.

In violation of Title 18, United States Code, Section 215.

Notice of Additional Factors

THE UNITED STATES ATTORNEY FURTHER CHARGES THAT:

1. In committing the offense charged in Count One of this Information, defendant ROBERT L. BENTLEY:

a. Caused a loss or attempted loss to institutional and individual investors in excess of $20,000,000, as described in U.S.S.G. §§ 2F1.1(a) and 2F1.1(b)(1)(Q).

b. Took part in a criminal activity that involved more than minimal planning, as described in U.S.S.G. § 2F1.1(b)(2).

c. Abused a position of private trust, as described in U.S.S.G. § 3B1.3.

2. In committing the offense charged in Count Two of this Information, defendant ROBERT L. BENTLEY:

a. Caused a loss or attempted loss to Sunflower Bank, N.A., as measured by the value of the bribes and improper benefits paid by the defendant to the bank official, of approximately $1,000,000, as described in U.S.S.G. § 2B4.1.

3. In committing the offenses charged in Count Two of this Information, defendant MONTY RAY PARKER:

a. Caused a loss or attempted loss to Sunflower Bank, N.A., as measured by the value of the bribes and improper benefits paid by the defendant to the bank official, of approximately $1,000,000, as described in U.S.S.G. § 2B4.1.

b. Abused a position of private trust, as described in U.S.S.G. § 3B1.3.

NOTICE OF FORFEITURE

1. As a result of the violations of Title 18, United States Code, Section 1341 described in Count One of this Information, defendant

ROBERT L. BENTLEY

shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and 28 U.S.C. § 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to any offense constituting "specified unlawful activity," i.e. mail fraud, including but not limited to the following:

a. The sum of $5,000,000 in United States currency (forfeiture money judgment).

b. As a result of the violations of Title 18, United States Code, Section 215 described in Count Two of this Information, the defendant shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(2)(A), any property constituting, or derived from, proceeds the defendant obtained directly or indirectly, as the result of such violation, including but not limited to the following:

i. The sum of $1,000,000 in United States currency (forfeiture money judgment), and

ii. 32 municipal bonds turned over by defendant ROBERT L. BENTLEY to the Court-appointed receiver for Bentley Financial, with a purchase price of approximately $842,219, and a maturity value of approximately $1,180,000.

2. If any of the property subject to forfeiture, as a result of any act or omission of the defendant:

a. cannot be located upon the exercise of due diligence;

b. has been transferred or sold to, or deposited with, a third party;

c. has been placed beyond the jurisdiction of the Court;

d. has been substantially diminished in value; or

e. has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 28, United States Code, Section 2461(c), and Title 18, United States Code, Section 982(b)(1), which incorporate Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the property subject to forfeiture.

All pursuant to Title 18, United States Code, Sections 981 and 982 and Title 28, United States Code, Section 2416.

NOTICE OF FORFEITURE

1. As a result of the violations of Title 18, United States Code, Section 215 described in Count Two of this Information, defendant

MONTY RAY PARKER

shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(2)(A), any property constituting, or derived from, proceeds the defendant obtained directly or indirectly, as the result of such violation, including but not limited to the following:

a. The sum of $1,000,000 in United States currency (forfeiture money judgment), and

b. 32 municipal bonds turned over by defendant ROBERT L. BENTLEY to the Court-appointed receiver for Bentley Financial, with a purchase price of approximately $842,219, and a maturity value of approximately $1,180,000.

2. If any of the property subject to forfeiture, as a result of any act or omission of the defendant:

a. cannot be located upon the exercise of due diligence;

b. has been transferred or sold to, or deposited with, a third party;

c. has been placed beyond the jurisdiction of the Court;

d. has been substantially diminished in value; or

e. has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 18, United States Code, Section 982(b)(1), which incorporates Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the property subject to forfeiture.

All pursuant to Title 18, United States Code, Section 982.

PATRICK L. MEEHAN
UNITED STATES ATTORNEY